



**July 3, 2013**  
Agenda  
**5:00 P.M. Business Meeting**  
Valencia County Commission  
Chambers  
444 Luna Avenue  
Los Lunas, NM 87031

Board of County Commissioners  
*Charles D. Eaton, Chair* District IV  
*Alicia Aguilar, Vice-Chair* District II  
*Mary Andersen* District I  
*Lawrence R. Romero* District III  
*Donald Holliday* District V

***Please silence all electronic devices.***

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes:

June 12, 2013.....Public Hearing  
June 13, 2013.....Special Meeting / Workshop  
June 17, 2013.....Regular Business Meeting

A handwritten signature in black ink, likely of a board member or official.

#### **PRESENTATION(S)**

- 5) NMAC 2013 RAP Award. *Bruce Swingle*
- 6) Informational Presentation on Foreclosure Prevention. *Attorney General's Home Owner Preservation Program*

#### **DISCUSSION (Non-Action) Item(s)**

- 7) Commissioners, Committees and Reports.

#### **ACTION ITEM(S)**

- 8) Consideration to hire a Grant Writer. *Commissioner Mary Andersen*
- 9) Consideration of a decision for an appeal of a decision made by the Planning and Zoning Board to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees. T5N, R2E, Section 8, NMPM, Tract 34-B-2-A, Zoned RR-2; Filed in Book 365, Page 12390, of the office of the Valencia County Clerk; Lands of Ignacio Baca; also known as 1021 n. Gabaldon Rd., Belen, NM 87002. *Jacobo Martinez*
- 10) Consideration for approval of contract for Valencia County Juvenile Justice Board (VCJJB) Continuum Coordinator services for FY14. *Cynthia Ferrari / Joe Chavez.*
- 11) Consideration for approval Contract # 2013-14-60028 NCNMEDD Non-Metro Area Agency on Aging Direct Purchase of Services Vendor Agreement. *Nick Telles*
- 12) Consideration for approval Contract #2013-14-60028 NCNMEDD Non-Metro Area Agency on Aging Nutrition Service Incentive Agreement. *Nick Telles*
- 13) Consideration for approval Contract #2013-14-60028 NCNMEDD Non- Metro Area Agency on Aging Senior Employment Program Agreement. *Nick Telles*

## **FINANCIAL MATTERS:**

- 14) Consideration of recommendations of gross receipts tax report and to provide staff with direction on re-directing general fund dollars that have been incorrectly deposited in the county indigent fund.  
*Nick Telles*

- 15) Approval of Financial/Payroll warrants. *Nick Telles*

## **PUBLIC COMMENT:**

Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission.

## **EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (3) & (7), the following matters may be discussed in closed session: a. personnel: *Nick Telles(Nanette Sanchez), Blue Collar Union Contract, FOP Contract* b. pending or threatened litigation; c. real property; d. administrative adjudicatory proceedings; *Hawkes Conditional Use Permit* specific limited topics that are allowed or authorized under the stated statute.

- ◆ Motion and roll call vote to go into Executive Session for the stated reasons
- ◆ Board meets in closed session
- ◆ Motion and vote to go back into regular session
- ◆ Summary of items discussed in closed session
- ◆ Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion

For closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

## **ACTION ITEM(S)**

- 16) Consideration of a decision for an appeal of a decision made by the Planning and Zoning Board to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees. T5N, R2E, Section 8, NMPM, Tract 34-B-2-A, Zoned RR-2; Filed in Book 365, Page 12390, of the office of the Valencia County Clerk; Lands of Ignacio Baca; also known as 1021 n. Gabaldon Rd., Belen, NM 87002. Jacobo Martinez

## **NEXT COMMISSION MEETING:**

- ◆ July 17, 2013 – Business Meeting 5:00 P.M.  
Valencia County Commission Chambers 444 Luna Ave. LL, NM

## **ADJOURN:**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.*

---

---

This Page  
Intentionally  
Left Blank

---

---

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

**PUBLIC HEARING MEETING**

**JUNE 12, 2013**

<b>PRESENT</b>	
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
Lawrence R. Romero, Member	
Donald E. Holliday, Member	
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Peggy Carabajal, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Eaton at 5:02 P.M.

2) County Manager Bruce Swingle led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Romero moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.

**EMERGENCY PUBLIC HEARING ITEM(S):**

4) Emergency Ordinance 2013-04 Proclamation restricting the sale and use of Fireworks in the unincorporated areas of Valencia County. *Fire Chief Gonzales*  
This ordinance would restrict the sale and use of certain types of ariel fireworks in the unincorporated areas of the County.

**EMERGENCY PUBLIC HEARING ACTION ITEM(S):**

5) Emergency Ordinance 2013-04 Proclamation restricting the sale and use of Fireworks in the unincorporated areas of Valencia County. *Fire Chief Gonzales*  
Commissioner Andersen moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.  
County Clerk Peggy Carabajal announced Ordinance 2013-04.

**SWEARING IN OF PARTICIPENTS**

County Clerk Peggy Carabajal administered the oath to those members of the public wishing to give testimony at tonight's meeting.

**PUBLIC HEARING ITEM(S)**

6) Consideration to hear an appeal of a decision made by the Planning and Zoning Board to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees.

**Legal Description:**

T5N, Section 8, NMPM, Tract 34-B-2-A, Zoned RR-2; Filed in Book 365, Page 12390, of the office of the Valencia County Clerk; Lands of Ignacio Baca; Also known as 1021 N. Gabaldon Rd. Belen, NM 87002.

Planning and Zoning Director Jacobo Martinez stated that the applicants request was for a home occupation in a RR-2 district. The Planning and Zoning Board held a meeting on April 24<sup>th</sup> and at that meeting they approved the conditional use home occupation 4-0. An appeal to that decision was made on May 10<sup>th</sup>.

Attorney David Chavez represented the applicants John and Tracy Hawks, the owners of Hawks Dirty Work LLC. The Hawks business has equipment that is used for the farming and commercial aspect of the business, they farm over 100 acres of land. The equipment is used for dual purpose in the farming and dispatch business. Mr. Chavez made it clear that the equipment is not used onsite nor do employees work onsite, they are dispatched on a daily basis to their job locations. From 2005-2011 the Hawks' business was operated from 121 El Cerro Loop in Los Lunas but in 2011 they purchased the property at 1021 Gabaldon Rd in Belen, and in 2012 the business was moved to the Belen location. Mr. Chavez commented that Andrew and Kathleen Ulibarri had several objections regarding the home occupation including the storage of vehicles. To that Mr. Chavez stated that there are no regulations that would prohibit the parking of the vehicles on the property.

Another objection was to the number of employees, Mr. Chavez said that the business employs 10 people who are residents of Valencia County, and they work and live in Valencia County. Other objections included the conditional use criteria and requirements and the response to the home occupation permit. Mr. Hawks stated that he has been a business owner for 10 years. When the business was first started it was just him and his wife, now they've grown to 10 employees and have been at that number for 5-6 years. Some of the same employees have been with the business for 6-9 years. The Hawks decided to move to the Gabaldon Rd. property to have more room and to start farming. Mr. Hawks commented that they are just hard working people just trying to make a living. He said that the employees arrive at 7:30; they start the company trucks and are dispatched to various job locations in the surrounding area. Mr. Hawks said that they also farm 100 acres of land so a majority of the equipment used for the business is also used on the farm, they also custom farm around other areas. There is no trash hauling, demolition, excavation, or hauling of construction debris from the site. All work is performed off site, basically just storage and dispatch is done onsite. The business has their Valencia County and Los Lunas business license, they also have their state license and hauler registration license and their building permit. About 75% of material that the trucks haul is recycled. On Gabaldon Rd. there are 7 other licensed business not including those being operated on the residential streets. The Hawks' business does not operate on a residential street but on an urban collector road. Mr. Chavez commented that there has been tremendous support from the surrounding neighbors, including support letters and a signed petition. Besides the Ulibarri's there were 3 other people that were objected to the home occupation permit. Those individuals were Mela Esquibel, Joe Tafoya and Ms. Vaughn. Ms. Esquibel and Mr. Tafoya have since withdrawn their opposition. Ms. Hawks clarified that their business was not an industrial company. Most of the equipment is dual purpose for the farming. The business is also trying to convert all vehicles to run on alternative fuel. Ms. Hawks stated that she would like to address some of the factual errors in the Ulibarri's appeal. She said that it was brought up that the business has grown since they've been at the Gabaldon location, some of the equipment has been replaced but they have not grown. And occasionally the trucks will return at the end of the day with a load but it is covered and disposed of the next day. A privacy fence was put up on the north side of the property and they are willing to put up any privacy fence but the Ulibarri's did not want it. And the storing of the equipment and the parking of the employees vehicles is in no way affecting the surrounding land use. Mr. Chavez then went over the comprehensive plan as applied to the Hawks business.

Attorney Anthony Williams represented Mr. and Ms. Ulibarri. Mr. Williams commented that obviously the Hawks family has a lot of friends and supporters and in no way can he think to dispute that they run a good business and that the existence of their business in Valencia County is good for their employees and good for the people of the county. Mr. Williams went on to say however; that does not create a situation where the commission or anybody can avoid the basic law or ordinance that exists for home occupation. If the Hawks meet the criteria for home occupation then it's up to the discretion of the board if it's in the counties best interest, but if they don't meet the criteria then it really doesn't matter how good of citizens they are or how important their business is. Mr. Williams believes that if it doesn't meet the criteria, the commission cannot grant this request. Mr. Ulibarri showed a video and some photos, dated on the Friday before the Planning and Zoning meeting, that depicted the traffic and what takes place at the business. Ms. Ulibarri stated that she lives at 1037 Gabaldon Rd and has lived there for 19 years. She commented that she really doesn't know the Hawks family. She doesn't like the view and all the noise that the business creates, she just wants to be comfortable and at peace in her own home. She believes that the business belongs in Valencia County but in a commercial location, not where it is now. Mr. Williams stated that he understands that the trucking work does not occur on site and the bigger part of the employees day is spent off site but a home occupation is a business that a home owner does at home, not one that has 10-12 employees. Mr. Williams read from the home occupation ordinance. He then said that there is a significant amount of work taking place outside. Mr. Williams went on to state that this business is a corporate entity with a mobilization yard, **storage of equipment**, mobilizing crews, and they have employees working part time outdoors on the premises doing activity that generates noise, dust and fumes and it is not permitted as a home occupation. He believes that right thing to do is to not allow this in a rural residential area. Mr. Williams asked Ms. Hawks if the business was registered as a limited liability company. Ms. Hawks replied yes it was. Mr. Williams asked if the employees clock in when they arrive on site. Ms. Hawks replied yes they do. Mr. Williams asked so if we were to look at their time slips you would see part of the day is spent on the premises and much more away from the premises. Ms. Hawks said yes. Mr. Williams asked if they had restrooms for the employees on the premises. Ms. Hawks said they can come into her

home. Mr. Williams asked if they had an environmental review of whether that extra usage of the septic system is appropriate for 12 employees on site. Ms. Hawks said no. Mr. Williams asked of the activity that takes place onsite how much outdoors and how much inside. Ms. Hawks replied that its 100% outside, occasionally repair work is done onsite; most of the mechanic work is done inside the shop unless what is being repaired cannot fit inside the shop.

**PUBLIC COMMENT:**

The following people spoke in favor of the conditional use home occupation for the Hawks.

**Robert Serna, Vaughn Hendron, Jimmy Thompson, Dlok Bursum, Marvin McDonald, Terry Fox, Robert Campbell, Helen, Cort, Leanna Salceda, Shawn Gallogly, Donald Auge, and Meghan Gallogly.** Those in favor all had similar testimonies including saying that the Hawks are great neighbors; they are always going out of their way to help someone out. They are wonderful supporters of the community, they take care of their property and the residents quality of life has not been effected by the having the business there. They see nothing wrong with having the Hawks' business there because it is providing jobs for the community and is also bringing in revenue for the county. Also, we need progress, we can't hold businesses back especially in the economy that we now live in. Another point that was made was that the Hawks business is a family owned and operated business, it is not a corporation.

Maria Nieto spoke against the home occupation. She stated that she likes the rural area in which she lives but the Hawks' business brings a lot of noise and fumes. She mentioned that she thinks their property looks like one of the places in the South Valley selling used car parts. Ms. Nieto is afraid that the Hawks' will keep expanding their business.

Commissioner Aguilar said that she is familiar with the comprehensive plan and the zoning plan so her decision will be based on the facts and what is written. The comprehensive plan is a legal basis for the zoning authority. She believes that they look at the comprehensive plan for guidance but it's the zoning ordinance that they really look at for the rules and decision making. Chairman Eaton asked if the shop structure that was erected on the site had a building permit. Mr. Martinez replied that the Hawks had started building without a permit, but that we had tagged them to stop building until they could obtain a permit and they have since obtained that permit. Chairman Eaton asked how many home occupations in Valencia County have similar circumstances that may be applied to this situation where home occupation has been granted and the employees work offsite. Mr. Martinez said that for the last 3 ½ to 4 years he has only known of a person that owned a semi-trailer and has parked the semi on their parcel of land, neighbors complained about it. Since then that individual was taken through the home occupation process and has passed a home occupation for that. Mr. Martinez said that that seems similar to him.

Mr. Chavez said that spirit of the home occupation is that you don't want to have more than 2 people working onsite, that is the intent of the home occupation permit. You don't have to have 10 people working onsite, they come on the site, pick up the equipment and leave and are gone for the day. They are not onsite working, that would be contrary to a home occupation permit and the Hawks meet the criteria of no more than 2 people on the site.

Mr. Williams stated that the evidence that was heard today was that the Hawks have more than 2 part-time employees working outside creating dust and noise. And that does not legally fit. He went on to say that he believes that the commission can legally move outside of its ordinance and give somebody something just because they are good people and have large community support. The law must be obeyed.

Commissioners will make their decision at the Wednesday, July 3, 2013 Regular Business Meeting.

**NEXT COMMISSION MEETING:**

The next Regular Meeting of the Valencia County Board of County Commission will be held on June 17, 2013 at 1:30 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

**7) Adjournment**

Commissioner Aguilar moved for adjournment. Seconded by Commissioner Romero. Motion carried unanimously. **TIME: 7:42 P.M.**

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the June 12, 2013 Public Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHARLES EATON, CHAIRMAN**

\_\_\_\_\_  
**ALICIA AGUILAR, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**DONALD E. HOLLIDAY, MEMBER**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**PEGGY CARABAJAL, COUNTY CLERK**

\_\_\_\_\_  
**DATE**

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## SPECIAL MEETING/WORKSHOP

JUNE 13, 2013

<b>PRESENT</b>	
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
Lawrence R. Romero, Member	
Donald E. Holliday, Member	
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Peggy Carabajal, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Eaton at 1:30 P.M.
- 2) Chairman Eaton asked Mayor of Rio Communities, Mark Gwinn to lead the Pledge of Allegiance.
- 3) Approval of Agenda  
Commissioner Romero moved for approval of the agenda as presented. Seconded by Commissioner Andersen. Motion carried unanimously.  
Commissioner Aguilar not present.

### DISCUSSION ITEM(S):

- 4) Municipality of Rio Communities and Valencia County will discuss concerns regarding continued County Services.

Bruce Swingle, County Manager stated the Mayor and Council were present to discuss continued County services.

Mayor, Mark Gwinn, introduced the governing body, Council member Kaylon Northcutt, Council member Mary Lee Serna, Council member Cyndi Sluder, and Council member Frank Stasi. The main reason they wanted to be on the agenda was that they would like to have the same assistance from the county that Peralta had when they incorporated. Mr. Gwinn mentioned they would need assistance with Public Safety, Public Works, Animal Control to name a few. Each council member spoke on the issues of services they would like for the county's help and assurance to maintain that their newly incorporated city entity could start with a solid foundation. The members spoke on how the county could help financially as well as helping with provided county services.

Commissioner Aguilar was present.

Commissioner Andersen stated there is no money that would come from the county. When property taxes are collected and distributed, that would be when the City of Rio Communities would be getting their share. Commissioner Andersen said that they should contact the Municipal League for further guidance.

Commissioner Eaton said gross receipts tax would be the only thing he sees that the City of Rio Communities would be receiving. He knows the candidates throughout their campaign wanted better services the county could not provide. This was your focal point in getting the incorporation to pass. Commissioner Eaton stated how he could tell his constituents that he is providing services to Rio Communities and to deny services to his district to a county resident.

Commissioner Romero stated that the newly incorporated city entity is in his district and if there is anything that he could do to let him know because he does represent Rio Communities.

Commissioner Aguilar addressed the question that we cannot leave this community without fire protection but yet those employees are under county payroll and there seems to be a lot of concerns that we are not aware of. This is one of my concerns that we need to have some type of understanding. After July when your budget is in place then come

Minutes of Special Meeting. /Workshop June 13, 2013

back and discuss with administration this is what we have in place and then we need to look at our budget.

Commissioner Holliday stated that the memorandum of understanding that Peralta and the county had was the municipality would buy the materials and the county road crew would provide this service.

Commissioner's consensus was for the Mayor and council members meet with the Municipal League. Mayor Gwinn stated they would be meeting with them on Saturday, June 15<sup>th</sup>. Commissioner Eaton stated it's not that the commission does not want to help Rio Communities but we do have a responsibility to our districts throughout the county. Commissioner Eaton said the neighboring city entity, the City of Belen, to meet with them and establish a relationship as they already have their services and needs in place.

Mayor Gwinn and Council members expressed their thank you to the Commission for having this workshop.

**NEXT COMMISSION MEETING:**

The next Special Meeting of the Valencia County Board of County Commission will be held on June 17, 2013 at 1:30 P.M. meeting in the County Commission Room at the Valencia County Courthouse.

**11) Adjournment**

Commissioner Andersen moved for adjournment. Seconded by Commissioner Holliday. Motion carried unanimously. TIME: 2:29P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the June 13, 2013 Special Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHARLES EATON, CHAIRMAN**

\_\_\_\_\_  
**ALICIA AGUILAR, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**DONALD E. HOLLIDAY, MEMBER**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**PEGGY CARABAJAL, COUNTY CLERK**

\_\_\_\_\_  
**DATE**

**VALENCIA COUNTY BOARD OF COMMISSIONERS**  
**BUSINESS MEETING**

June 17, 2013

<b>PRESENT</b>	
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
Lawrence R. Romero, Member	
Donald E, Holliday, Member	
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Peggy Carabajal, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Eaton at 1:30 P.M.
- 2) Chairman Eaton asked Attorney David Pato to lead the Pledge of Allegiance.
- 3) **Approval of Agenda**  
County Manager, Bruce Swingle asked that under Presentations, Item 5, Quarterly Report Update be removed from the agenda. Commissioner Holliday made the motion for approval of the agenda with the requested removal of Item 5. Seconded by Commissioner Romero. Motion carried unanimously.
- 4) **Approval of Minutes: June 5, 2013-Business Meeting**  
Commissioner Holliday moved for approval of the June 5, 2013 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

**PRESENTATION(S)**

- 5) Removed from the agenda.

**DISCUSSION (NON-ACTION) ITEM(S):**

- 6) **Commissioners, Committees and Reports**  
a) **Health Care Facilities Contract**

For discussion purposes only, this item was to review a draft generic contract for one or more hospital providers that may be selected in the future. The draft contract was prepared by legal counsel at the request of Commissioner Andersen. This sets forth the requirements of the health care hospital funding act.

Commissioner Aguilar stated her concerns that the contracts should be coming from the potential providers so that the county can see what they are proposing to provide. Neither entity is willing to enter into a facilities contract. Commissioner Romero stated that this contract has been back and forth, he doesn't think it's time to do anything with it yet. Commissioner Andersen responded that the draft contract was not to get what the providers might be providing but to put potential providers on notice as to how the mill levy funds would be distributed.

**Board of County Commissioners convenes as Indigent Claims Board**

- 7) **Consideration of Indigent Report. One report with 47 Claims and 5 appeals. *Barbara Baker/Dan Zolnier***  
Commissioner Aguilar moved to convene as Indigent Claims Board and seconded by Commissioner Romero. Motion carried unanimously.

Barbara Baker presented the indigent claims from May 3<sup>rd</sup> to June 6<sup>th</sup> of 2013. The amount of claims submitted was \$727,324.46 and Ms. Baker is asking approval of \$48,074.03 and to deny \$679,250.43. There were 12 denials. Commissioner Andersen moved for approval. Seconded by Commissioner Aguilar. Motion carried unanimously.

Ms. Baker presented 5 appeals for approval. Two appeals, claimants did not respond to original letter, but did come in and did meet the requirements and Ms. Baker asked for approval, third claimant applied after the 90 day limit requesting indigent assistance for an ambulance bill, Ms. Baker asked for approval. The fourth claimant does have insurance and does meet all other requirements and Ms. Baker requested approval for

the balance. The fifth claimant was an inmate and the bill was received over the 90 day limit and Ms. Baker requested approval. Commissioner Holliday moved for approval on the appeals. Seconded by Commissioner Aguilar. Motion carried unanimously.

Commissioner Romero moved to reconvene as Board of County Commissioners. Seconded by Commissioner Andersen. Motion carried unanimously.

**Board Reconvenes as Board of County Commissioners**

**ACTION ITEM(S)**

**8) Consideration to approve Resolution 2013-\_\_\_ affirming the rights of Natural Persons as distinct from privileges given to government chartered corporate entities. *Paul Kinzleman***

Mr. Kinzleman extended the invitation to anyone to stop by and visit the Occupy Group; they meet every Sunday at 10:00 AM. Mr. Kinzleman requested approval of the resolution on behalf of the Occupy movement to petition Congress to amend the Constitution to overturn the Supreme Courts Citizens United decision. Mr. Kinzleman gave a lengthy presentation on the proposed resolution that the US Supreme Court invalidated restrictions on the use of corporate funding in political campaigns and ruled that the use of money in political exercise is equivalent to speech and could not be restricted under the Constitution.

Chairman Eaton moved for approval. The motion died for lack of a second. Motion failed.

**9) Consideration to approve Wildfire Risk Reduction Grant. *Fire Chief Steve Gonzales***

Mr. Gonzales requested approval on the resolution that would grant funds for public educational project to assist in wildfire risk reduction. The resolution would assist the fire service with funding to offer pamphlets and flyers for educational information to the residents of Valencia County to protect their homes and properties in the event of a wildfire.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Discussion. Commissioner Aguilar asked finance on the budgetary requirement. Mr. Telles responded the county would need to make a budget adjustment if the grant is approved. Motion carried unanimously.

County Clerk, Peggy Carabajal announced Resolution 2013-26.

**10) Consideration to approve Application submission of the 2013 Local JAG (Justice Assistance Grant) Program. *Sheriff Burkhard/Adrienne Kozacek***

Gary Hall on behalf of Sheriff Burkhard presented the request to utilize funds for equipping deputies with tazers and educating the public on the danger of impaired driving and underage drinking, as well as purchasing equipment to ensure that the department's needs are met for this awareness. This is federal monies and the county would not have to match these funds.

Commissioner Aguilar moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**11) Consideration to approve a Work and Financial Plan Agreement between Valencia County and the USDA for wildlife services. *Bruce Swingle***

County Manger, Bruce Swingle presented the agreement between Valencia County and the USDA for wildfire services. Mr. Swingle stated that funding for this agreement has been budgeted. This plan defines objectives, plan of action, resources, and budget for the maintenance of the Integrated Wildlife program to protect life and property.

Commissioner Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**12) Consideration to approve Litter Control & Beautification Grant between Valencia County and State of new Mexico Tourism Department in the amount of \$25,000.00. *Kelly Bouska***

Ms. Bouska presented the grant in the amount of \$25,000 that the County has been awarded to establish a local Keep America Beautiful Program. The agreement is between Valencia County and the State of New Mexico Tourism Department. The program requires youth employment that is created with these grant funds to assist in the reduction of illegal littering, graffiti removal and other beautification projects. Ms.

Minutes of June 17, 2013 Regular Business Meeting

Bouska stated there is no monetary match to this grant request and the funding has been budgeted.

Commissioner Aguilar moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**13) Consideration to approve a second amendment to Contract No. VCR-FY13-005 between Valencia County and Waste Management of New Mexico, Inc., extending the date for commencement services. *Michael Vinyard***

Mr. Vinyard requested approval of a second amendment to the contract No. VCR-FY13-005 between the County and Waste Management extending the date for commencement of services. The first amendment has a due date of July 1, 2013 pending protest and the second amendment would allow the county and its contractor adequate time to resolve matters and prepare for implementation of this contract.

Commissioner Andersen moved for approval to extend the contract. Seconded by Commissioner Romero. Chairman Eaton called for the vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Chairman Eaton voted no. Commissioner Aguilar voted no. Commissioner Holliday voted yes. Motion carried 3-2.

#### **FINANCIAL MATTERS:**

**14) Consideration to approve Resolution 2013\_\_accepting Budget Revision. *Nick Telles***

Mr. Telles asked approval of end of year budget adjustment request relating to all county funds for FY13.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk, Peggy Carabajal announced Resolution 2013-27.

**15) Approval of Financial/Payroll Warrants. *Nick Telles***

Mr. Telles requested approval of the computer printout list of all the checks issued by the Manager's Office covering vendor bills processed on June 7, 2013. Check #118919 to Check #119070 inclusive for the total of \$409,361.23. Mr. Telles requested approval of the computer printout list of all checks issued by the Manager's Office on June 7, 2013 covering payroll. Direct Deposit #30614 thru Direct Deposit #30818 inclusive. Payroll Check #94722 thru Payroll Check #94783 inclusive. Listing total of \$402,526.15.

Commissioner Aguilar moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

#### **PUBLIC COMMENT:**

Peter Upshaw and Geri Rhodes presented signatures of opposition to the traffic analysis for the Family Dollar Store proposed by Traverse Holdings of Tome. Ms. Rhodes opposed the zoning process by which the Planning and Zoning granted C-2 zoning to this address. Ms. June Jaramillo also spoke on opposition to this matter.

Bruce Swingle gave kudos to Lawrence Esquibel, It Director on the conversion process from Triadic Enterprises to Tyler Technologies. Mr. Esquibel stayed focused and the task that he has done is to be commended. Mr. Esquibel thanked the commission and the county departments for their help in the transition. Mr. Esquibel named key people and said he could not have done this without the support of everyone involved.

#### **EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (7) & (8) the following matters may be discussed in closed session; a) Personnel b) Pending or threatened litigation c) real property d) other specific limited topics that are allowed or authorized under the stated statute.

No Executive Session

#### **NEXT COMMISSION MEETING:**

The next Regular Meeting of the Valencia County Board of County Commission will be held on July 3, 2013 at 5:00 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

**11) Adjournment**

Commissioner Holliday moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 2:48 P.M.

**NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 17, 2013 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.**

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHARLES EATON, Chairman**

\_\_\_\_\_  
**ALICIA AGUILAR, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**DONALD E. HOLLIDAY, MEMBER**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**PEGGY CARABAJAL, COUNTY CLERK**

\_\_\_\_\_  
**DATE**

---

---

This Page  
Intentionally  
Left Blank

---

---



**VALENCIA COUNTY**  
**Board of County Commissioners**  
**Agenda Request Form**



**Department Head:** Commissioner Mary Andersen  
**Individual Making Request:** Commissioner Mary Andersen  
**Presentation at Meeting on:** July 3, 2013  
**Date Submitted:** June 24, 2013  
**Title of Request:** Consideration to create a Grant Writer position

---

**Action Requested of Commission:**

Consideration to direct staff to create a grant writer position, and to develop a position description and a budget.

**Information Background and Rationale**

The county has many needs that the current operating budget cannot support. There are numerous state, federal and private grants available that have been virtually untapped by the county. The county would like to hire a grant writer and pursue grants to improve and/or augment services and operations.

**What is the Financial Impact of this Request?**

The county is estimating salary and benefits at \$50,000 and \$4,000 for an operating budget.

**Legal:**

NMSA 1978, Section 4-38-19 (A) (1978) provides that "[a] board of county commissioners may set the salaries of such employees and deputies as it feels necessary to discharge the functions of the county, except that elected county officials have the authority to hire and recommend the salaries of persons employed by them to carry out the duties and responsibilities of the offices to which they are elected." Accordingly, the Board may employ a grant writer if it budgets for the position. (Adren Nance)

**Finance:**

This would be a recurring expense to the general fund; however, proceeds from acquired grants would potentially fund the position in future fiscal years. (*Nick Telles*)

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head: Jacobo Martinez**

**Individual Making Request: Andrew Ulibarri (Anthony Williams, agent)**

**Presentation at Meeting on: Jul3 3, 2013**

**Date Submitted: June 24, 2013**

**Title of Request: Appeal of a P&Z Decision to approve a Conditional Use Home Occupation**

---

**Action Requested of Commission:**

Consideration of a decision for an appeal of a decision made by the Planning and Zoning Board to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees.

**Legal Description:**

T5N, R2E, Section 8, NMPM, Tract 34-B-2-A, Zoned RR-2; Filed in Book 365, Page 12390, of the office of the Valencia County Clerk; Lands of Ignacio Baca; Also known as 1021 N. Gabaldon Rd., Belen, NM 87002.

**Information Background and Rationale**

**What is the Financial Impact of this Request?**

There is no significant financial impact related to this request. (*Nick Telles*)

**Legal:**

The Valencia County Zoning Code at Section 154.062 (B) states that "[i]n hearing and deciding an appeal the Commission may affirm, modify or reverse all or part of the action of the Department so long as the action is in conformity with the chapter, or may provide any relief describe in NMSA § 3-21-8 as the same may be amended from time to time." The Board must determine whether or not there is substantial evidence to support the request for a conditional use home occupation permit. (Adren Nance)

**Finance:**

There is no significant financial impact related to this request. (*Nick Telles*)

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



<b>Department Head:</b>	Joe Chavez	
<b>Individual Making Request:</b>	Cynthia Ferrari	
<b>Presentation at Meeting on:</b>	7/3/13	
<b>Date Submitted:</b>	6/24/13	#VCP - FY13-020
<b>Title of Request:</b>	Approval of Contract for VCJJB Continuum Coordinator Services: Cynthia Ferrari FY'14	

---

**Action Requested of Commission:**

Approval of contract for Cynthia Ferrari for VCJJB Continuum Coordinator services for FY' 14.

**Information Background and Rationale**

This contract will allow Cynthia Ferrari to continue providing coordinator services to the Valencia County Juvenile Justice Board. The cost of the contractual services are paid for by grant funds and there is no cost to the county.

**What is the Financial Impact of this Request?**

There is no financial impact to the county.

**Legal:**

We have incorporated the County's Property Tax Reduction Policy into paragraphs 36 and 37 of the contract, and have worked with Ms. Ferrari to ensure that the amendment will not exceed the small purchase limits set forth in the County's purchasing policy.

(Dave Pato)

**Finance:**

The FY14 preliminary budget will need to be adjusted to reflect the official amount of the grant.

(Nick Telles)

**VALENCIA COUNTY  
PROFESSIONAL SERVICES CONTRACT**

#VCP-FY13-020

**VCJJB Continuum Coordinator**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Cynthia Ferrari whose address is P.O. Box 1791, Los Lunas, NM 87031, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed two thousand five hundred dollars and zero cents (\$2,500.00) monthly not to exceed thirty thousand dollars and zero cents (\$30,000) plus mileage at the current Valencia County mileage rate, such compensation not to exceed one thousand dollars and zero cents (\$1,000.00). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement, up to a maximum of one hundred eighty nine dollars and six cents (\$189.06) monthly, such amount not to exceed two thousand two hundred sixty eight dollars and seventy five cents (\$2,268.75), shall be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall be reimbursed.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses and allowable New Mexico gross receipts tax, shall not exceed thirty-three thousand two hundred sixty eight dollars and seventy-five cents (\$33,268.75) or the maximum allowable funding provided for by the grant, whichever is lesser, in any twelve (12) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of

the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. Term.

Contingent upon the receipt of the Juvenile Justice Grant funding, this Agreement shall become effective July 1, 2013 and shall terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services

contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon receipt of the Juvenile Justice Grant funding and sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the

County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

### **13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

### **14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**20. Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this

Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County.

Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Order of Precedence.**

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Contractor's Payment of Property Taxes**

Contractor acknowledges that County has established a policy of ensuring that all individuals and business that benefit financially from County through contract are current in

paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**37. Termination for Failure to Comply with County's Tax Reduction Policy**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**38. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:        Bruce Swingle, County Manager  
                              PO Box 1119  
                              Los Lunas, NM 87031

To the Contractor:   Ms. Cynthia Ferrari  
                              P.O. Box 1791  
                              Los Lunas, NM 87031

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
      Contractor

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
      Valencia County Manager

Printed Name: Bruce Swingle

Address: P.O. Box 1119, Los Lunas, NM 87031

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Charles Eaton  
Chair, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
District I

\_\_\_\_\_  
Lawrence R. Romero III  
District III

\_\_\_\_\_  
Donald Holliday  
District V

Attest:

\_\_\_\_\_  
Peggy Carabajal, County Clerk

**Attachment 1****Scope of Work****Performance Outcome:**

1. Present final report to the Agency of the assessment findings and the results.
2. Submit copy of the assessment tool to be used for Valencia County assessment/evaluation.
3. A report of the assessment results, the goals and objectives to expand and maintain the Valencia County Juvenile Justice Board and implement alternative to detention and graduated sanctions programs within Valencia County.
4. Provide Final report including the assessment results and future proposed plans to follow-up on the findings of the evaluation of Valencia County.
5. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
6. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
7. To increase the emphasis on prevention and early intervention in juvenile justice services.

**Goals:**

1. Conduct a community assessment and use the findings to develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs.
2. Develop goals and objectives for the Valencia County Juvenile Justice Board and the implementation of the alternative to detention; graduated sanction programs needed by the community based on the findings of the assessment. Determine as part of the goals and objectives what technical assistance is needed.
3. To improve the Juvenile Justice System through a juvenile justice continuum of services.
4. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

**Activities:**

The Contractor May at the direction of the Executive Committee:

Seek Technical Assistance to direct the Valencia County Juvenile Justice Board in the implementation of the alternative to detention; graduated sanctions programs needed by youth in Valencia County service area to include, and not be limited to:

1. Conduct a thorough assessment of the Valencia County Service Area and its communities.
  - a. The assessment information shall consist of analysis of the service area's economics; demographics; public health and vital statistics; education data; child welfare and juvenile justice system; information on the children and youth i.e. Kids data books published by the Annie E Casey Foundation.

- b. The assessment should analysis the input of the families, youth and the communities need, availability and appropriateness of the proposed alternative to detention; graduated sanctions programs and related services. The assessment analysis shall profile the readiness of the Valencia County Juvenile Justice Board and its needs and continued recruitment of essential members of the community.
2. Develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs determined as needed in the community by the assessment tool and findings.
3. The Contractor takes direction and supervision from the Executive Board.
4. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair(s).
5. Inform the Agency's program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting;
6. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agency of the Contractor, to insure that the requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by agency Program Manager in advance;
7. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
8. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
9. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
  - a. a year plan for sustainability of programs/services
  - b. accomplishments/milestones achieved during this agreement period
  - c. statements regarding achievement of, or progress made regarding achievement of the estate outcomes and performance measures; and
  - d. continue development and improvement of the multi-year Comprehensive strategic Plan for a continuum of detention alternative programs and services.
10. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.

## **Continuum Coordinator Duties**

The Contractor May at the discretion of the Executive Committee:

### **1. Coordinate VCJJB and Executive Committee Activities**

- Coordinate monthly Executive Committee meetings and quarterly VCJJB general meetings
- Prepare meeting agendas, handouts, minutes and schedule presentations
- Co-facilitate monthly Executive Committee meetings and monthly/quarterly VCJJB general meetings
- Prepare VCJJB presentation documents, ie. Power point, pamphlets, strategic plan, JDAI Continuum, program continuum, information sheet, letterhead, budgets, program descriptions
- Coordinate annual planning retreat
- Prepare JJAC required reports; ie. Monthly, 6 month, annual reports, budgets, budget adjustments and meeting minutes
- Prepare Valencia County Commission quarterly reports
- Plan activities and meetings with Executive Committee
- Coordinate associated meetings for the VCJJB and Executive Committee
- Prepare letters of support and thank you letters
- Update the VCJJB and Executive Committee on latest trends, conferences and training
- Ensure VCJJB subcommittees are meeting monthly and meeting subcommittee and “best practice” goals
- Ensure the VCJJB, subcommittees and programs are meeting strategic plan decisions
- Prepare and update VCJJB binders for Executive Committee members
- Represent the VCJJB at the quarterly JJAC continuum coordinators meetings
- Coordinate youth participation in VCJJB
- Facilitate decisions and follow up

### **2. Coordinate implementation and maintenance of programs**

- Prepare program contracts
- Attend and facilitate program meetings
- Prepare and monitor performance measures
- Troubleshoot and problem-solve with programs on pending issues
- Monitor contract and budget compliance
- Prepare annual program evaluations
- Coordinate program submittal of invoices and monthly reports
- Serve as liaison with programs on JJAC , VCJJB and Valencia County requests
- Facilitate decisions and follow up

**3. Coordinate outcome data**

- Coordinate monthly Data Work Group meeting
- Ensure completion of detention, JPPO and program data reports
- Coordinate DMC review
- Coordinate, consolidate and submit monthly JJAC data progress report
- Facilitate decisions and follow up

**4. Coordinate funding**

- Prepare annual JJAC proposal
- Prepare other funding requests
- Coordinate VCJJB/Valencia County budget
- Advocate for VCJJB budget at JJAC meetings
- Meet with programs quarterly to ensure compliance to budget
- Prepare budget adjustment requests
- Facilitate decisions and follow up

**5. Coordinate community outreach**

- Schedule VCJJB presentations to community organizations, rural areas and pueblos
- Prepare necessary binders and documents for presentations
- Follow up with communities on requests

## Attachment 2

## Annual Budget

**Fifth Revision – Budget**  
**Valencia County**

<b><u>Description</u></b>	<b><u>Amount</u></b>
<b><u>Professional Services:</u></b>	
Contracting Agency for Assessment Study:	
Design, development and implement	
Valencia County assessment tool	\$ 0.00
Continuum Coordinator supervising community assessment	
and program development.	\$ 25,000.00
Increase amended amount for FY12 (July 1, 2011 to Sept. 30, 2011)	\$ 7,500.00
Increase amended amount for FY12 (Oct.1, 2011 to June 30, 2012)	\$ 50,000.00
Increase amended amount for FY13 (July 1, 2012 to Dec. 31, 2012)	\$ 28,750.00
<b>Increase amended amount for FY13 (Jan. 1, 2013 to June 30, 2013)</b>	<b>\$ 28,750.00</b>
<b><u>*Travel:</u></b>	
Mileage and per Diem	\$ 3,000.00
<b><u>Miscellaneous expenses:</u></b>	
Printing, data collection instruments, postage, faxing &	
Supplies	\$ 2,000.00
<b><u>Training</u></b>	<b>\$ 0.00</b>
<b>TOTAL Budget</b>	<b>\$ 145,000.00</b>

The total amount of this contract shall not exceed \$145,000.00, including gross receipt taxes.

Valencia County agrees that expenditures will not deviate from the project budget without prior written approval from the designated Agency's program manager. Funds may be moved between individual line items in the budget with written pre-approval by the Agency's Program Manager. Initiate a pre-approval by submitting a Budget Adjustment Request to the Agency's Program Manager.

\* Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Note: The budget indicated above applies collectively to both contracts #VCP-FY13-009 (VCJJB Continuum Coordinator) and #VCP-FY13-010 (VCJJB Reception Assessment Services).

**Federal Funding Source:** Title II Formula  
2010-JF-FX-0037  
16.501  
FFY 2010

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Nick Telles  
**Individual Making Request:** Jose Campos  
**Presentation at Meeting on:** July 3, 2013  
**Date Submitted:** June 24, 2013  
**Title of Request:** Consideration of Older American Contract-Direct Purchasing of Services Agreement and Grant Award Documents.

---

**Action Requested of Commission:**

Consideration to approve Direct Purchasing of Services Vendor Agreement and Grant Award Documents in order to operate the Valencia County Older American's Program (OAP).

**Information Background and Rationale**

This is an annual requirement by the NM Non-Metro Area Agency on Ageing that will allow Valencia County to operate the OAP and to serve as the fiscal agent for state and federal funding. The contract identifies the specific services that the county will provide and the reimbursements that will be distributed back to the county. *(Nick Telles)*

**What is the Financial Impact of this Request?**

Valencia County will be required to pay in advance expenses incurred from the OAP. The county will then be reimbursed for the incurred expenses. The following is the funding that will be provided to Valencia County:

1. \$42,540 Title III-B of the OAA (Transportation)
2. \$85,761 Title C-1 of the OAA (Congregate Meals)
3. \$26,362 Title C2 of the OAA (Home Delivered Meals)
4. \$272,824 State Aging Funding
5. **\$427,487 Total state and federal funding for program.**

There is an additional match from Valencia County in the amount of \$276,500. **The grand total of funding for the Valencia County Older American Program is \$757,287 which includes and estimated amount of \$53,300 that will be generated from program donations.** *(Nick Telles)*

**Legal:**

This is the standard form of contract for NM Non-Metro Area Agency"  
(Adren Nance)

**Finance:**

The commission will need to adjust the FY14 budget to reflect the actual amounts that will be allocated to the Valencia County Older American's Program. *(Nick Telles)*

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES  
VENDOR AGREEMENT**

Valencia County, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2013, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

**1. SCOPE OF SERVICES.**

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

Congregate Meals  
Home Delivered Meals  
Homemaker/Housekeeping  
Adult Day Care  
Respite  
Transportation  
Assisted Transportation  
IIID Health Promotion Activities (Evidenced-Based)  
    Health Education/Training  
    Health Screening  
    Health Physical Fitness/Exercise  
Chore Services  
Case Management  
Other Health Promotion Activities (Non IIID)  
IIIE Family Caregiver Support Program

Service Definitions:

**Congregate Meals** – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- **Standard meal** – A regular meal from the standard menu that is served to the majority of the participants.
- **Therapeutic meal or liquid supplement** – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

**Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

**Homemaker/Housekeeping** – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

**Adult Day Care** – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

**Respite** – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

**Transportation** – Taking an older person from one location to another. This does not include any other activity. **Demand/Response** – transportation designed to carry older persons from specific origin to specific destination upon request.

**Assisted Transportation** – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using

regular vehicular transportation. The “trip” includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor’s office staying with the older individual at the point of destination; and the reverse for a return trip.

**Health Promotion Activities** – This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics’ Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

**Health Education/Training** – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

**Health Screening** – Pre-nursing home admission screening and/or routine health screening.

**Physical Fitness/Exercise** – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

**Title IIID Health Promotion Activities (Evidence-Based)** – Education and implementation activities that support healthy lifestyles and promote healthy behaviors. Evidence-based is a graduated or tiered set of criteria used to define evidence-based interventions implemented through Older Americans Act funding. While the goal is for all title IIID activities to move toward meeting the highest level criteria, programs meeting minimal or intermediate criteria will meet FY 2012 requirements.

**Minimal Criteria** – 1) Demonstrated through evaluation to be effective for improving health and well-being or reducing disease, disability and/or injury among older adults; and 2) Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

**Intermediate Criteria** – 1) Meets minimal criteria; 2) Published in a peer-review journal; 3) Proven effective with the older adult population, using some form of control condition (such as pre-post study or control group); and 4) Some basis in translation for implementation by community-based organizations.

**Highest-level Criteria** – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

**Chore** – Assistance with heavy housework, yard work or sidewalk maintenance at a person’s place of residence.

**Case Management** - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

**IIIIE Family Caregiver Support Program** - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

**Information Services** - Information about available services (e.g. public education, participation at health fairs, etc);

**Access Assistance** - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

**Counseling** - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

**Respite Care** - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

**Supplemental Services** – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal

Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IIID/Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: Valencia County.

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$427,487. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$42,540 from Title III-B of the OAA;
2. \$85,761 from Title III-C1 of the OAA;
3. \$26,362 from Title III-C2 of the OAA;
4. \$0 from Title III-D of the OAA;
5. \$0 from Title III-E of the OAA; and
6. \$272,824 from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$5.30728	\$3.50734	50000	610
Home Delivered Meals	\$5.65137	\$2.64105	74500	310
Transportation	\$5.45354	\$4.25862	13000	95
Assisted Transportation	\$	\$		
Case Management	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Homemaker/Housekeeping	\$	\$		
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$		
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
<b>NFCSP – Family Caregivers: Elderly</b>				
CG - Counseling	\$	\$		
CG – Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		
<b>NFCSP – Family Caregivers: Grandchildren</b>				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$		
CG - Assistance	\$	\$		

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

## 2. **TERMS OF AGREEMENT.**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2<sup>nd</sup>) day of each month following the last day of the month in which services were provided. If the second (2<sup>nd</sup>) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Submit timely and accurate information necessary for reimbursement.
  - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
  - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15<sup>th</sup> working day of the month following the end of the quarter.
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
11. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a

general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

### 3. ASSURANCES.

#### A. *Americans with Disabilities Act of 1990 –*

The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

#### B. *Section 504 of the Rehabilitation Act of 1973 –*

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

#### C. *Age Discrimination in Employment Act of 1967 –*

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

#### D. *Drug Free Workplace*

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

#### E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

#### F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2013 through June 30, 2014. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with

generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which

have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

**4. TERM.**

This Agreement shall begin on July 1, 2013 and terminate on June 30, 2014, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

**5. TERMINATION.**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

**6. BREACH OF AGREEMENT BY VENDOR.**

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law

**7. APPROPRIATIONS.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**8. STATUS OF VENDOR.**

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

**9. ASSIGNMENT.**

The Vendor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

**10. SUBCONTRACTING.**

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

**11. RELEASE.**

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY.**

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**13. PRODUCT OF SERVICE – COPYRIGHT.**

All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

**14. CONFLICT OF INTEREST.**

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**15. AMENDMENT.**

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

**16. MERGER.**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. PENALTIES.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. APPLICABLE LAW.**

The laws of the State of New Mexico shall govern this Agreement.

**19. WORKERS COMPENSATION.**

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**20. RECORDS AND FINANCIAL AUDIT.**

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**21. INDEMNIFICATION.**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

**22. INTERNAL DISPUTE MEDIATION.**

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.

5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**23. PARTICIPANT GRIEVANCE.**

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**24. KEY PERSONNEL.**

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

**25. INVALID TERM OR CONDITION.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**26. ENFORCEMENT OF AGREEMENT.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. NOTICES.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**AGENCY:**

NCNMEDD

Attn: Jenny Martinez

PO Box 5115

Santa Fe, NM 87502

**VENDOR:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**28. INSURANCE.**

The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency a memorandum or certification of both the comprehensive and general liability insurance, as well as the workers' compensation insurance, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

**29. AUTHORITY.**

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

**30. SIGNATURES.**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2013.

Valencia County  
*Legal Name of Vendor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

NCNMEDD  
Non-Metro Area Agency on Aging  
*Name of Area Agency on Aging*

  
\_\_\_\_\_  
*Signature*

Tim Armer, Executive Director  
*Printed/Typed Name of Signatory*

**JUN 12 2013**  
\_\_\_\_\_  
*Date*

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: Valencia County ADDRESS:  PHONE:				APPROVED BUDGET PERIOD		Grant/Action		NGA DATE 6.3.13
						New/Cont:	X	
				FROM: 7/1/2013 TO: 6/30/2014		Revision:		
						BAR:		
Other:								
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising- Foundations	PROJ. INC.	TOTAL	
Title IIIB	Access	\$ 42,540	\$ 12,822	\$ 14,234	\$ -	\$ 1,300	\$ 70,896	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community All Other	\$ -		\$ -	\$ -	\$ -	\$ -	
Subtotal		\$ 42,540	\$ 12,822	\$ 14,234	\$ -	\$ 1,300	\$ 70,896	
Title IIIC1	Meal Costs	\$ 85,761	\$ 89,606	\$ 56,997	\$ -	\$ 33,000	\$ 265,364	
	Subtotal	\$ 85,761	\$ 89,606	\$ 56,997	\$ -	\$ 33,000	\$ 265,364	
Title IIIC2	Meal Costs	\$ 26,362	\$ 170,396	\$ 205,269	\$ -	\$ 19,000	\$ 421,027	
	SubTotal	\$ 26,362	\$ 170,396	\$ 205,269	\$ -	\$ 19,000	\$ 421,027	
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -		
Title IIIE	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATON GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS	Title IIIB	\$ 42,540	\$ 12,822	\$ 14,234	\$ -	\$ 1,300	\$ 70,896	
	Title IIIC1	\$ 85,761	\$ 89,606	\$ 56,997	\$ -	\$ 33,000	\$ 265,364	
	Title IIIC2	\$ 26,362	\$ 170,396	\$ 205,269	\$ -	\$ 19,000	\$ 421,027	
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 154,663	\$ 272,824	\$ 276,500	\$ -	\$ 53,300	\$ 757,287	
COMPUTATION OF GRANT 1.EstimatedTotal Cost..... \$ 757,287 2.LESS Anticipated Proj. Inc. \$ 53,300 3.Estimated Net Cost..... \$ 703,987  4.Non-federal and Non-state Share of Net Cost..... 5.Proj. Inc. (Used as Match)..... \$ 53,300 6.Federal Share of Net Cost..... \$ 154,663 7.State Share of Net Cost.... \$ 272,824		8.Federal/State Shares will be comprised of:						
		a.Federal/State		FY 20 __	Federal			
		grant unearned			State			
		in previous project year(s)						
		b. Carry Over		FY 20 __	Federal			
					State			
		c. New Obligational		FY-	Federal		\$ 154,663	
Authority HereIn Awarded			State		\$ 272,824			

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- |   |    |   |
|---|----|---|
| X | 1. | Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.   |
| X | 2. | The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds. |
| X | 3. | If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.  |
| X | 4. | As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.  |
| X | 5. | Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.  |
| X | 6. | Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.  |
| X | 7. | Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging.  |

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

NCNMEDD Non-Metro Area Agency on Aging  
Authorizing Official

*Tim Armer*

Signature:  
Tim Armer, Executive Director

Date:

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature:

Date:

Signature:

Date:

**A RESOLUTION AUTHORIZATION**

WHEREAS, \_\_\_\_\_ has determined that there is a need to provide services for senior citizens; and

WHEREAS, \_\_\_\_\_ were afforded an opportunity to submit suggestions and recommendations at advertised public hearings;

NOW THEREFORE BE IT RESOLVED BY \_\_\_\_\_

that \_\_\_\_\_ and \_\_\_\_\_ is authorized to sign and enter into a contract(s) with the Non-Metro Area Agency on Aging.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

City Council/ County Commission/ Board President

\_\_\_\_\_  
Mayor/ Chairman/ President

Attest:

\_\_\_\_\_

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY**  
**Board of County Commissioners**  
**Agenda Request Form**



**Department Head:** Nick Telles  
**Individual Making Request:** Jose Campos  
**Presentation at Meeting on:** July 3, 2013  
**Date Submitted:** June 24, 2013  
**Title of Request:** Consideration of Older American Contract-Nutrition Service Incentive Program (NSIP).

---

**Action Requested of Commission:**

Consideration to approve NSIP contract in order to purchase food commodities at the Valencia County Older American's Program (OAP).

**Information Background and Rationale**

This is an annual requirement by the NM Non-Metro Area Agency on Ageing that will allow Valencia County to operate the OAP and to serve as the fiscal agent for federal funding. The contract identifies the specific services that the county will provide and the reimbursements that will be distributed back to the county under the NSIP program requirements. The NSIP program is designed to allow the OAP to make cash purchases of United States produced agricultural commodities for feeding operations. The agreement prohibits use of the funding for purchases of imported foods such as coffee, tea, bananas, etc. *(Nick Telles)*

**What is the Financial Impact of this Request?**

Under the provision of the agreement Valencia County will receive \$87,150 for eligible meals served during FY13/14. *(Nick Telles)*

**Legal:**

"The proposed contract provides the County \$87,150 in exchange for furnishing a hot or other appropriate meal in a congregate setting or delivered to a person's home five or more days per week, which meals are to comply with the most recent Dietary Guidelines for Americans."  
*(David Pato)*

**Finance:**

The commission will need to adjust the FY14 budget to reflect the actual amounts that will be allocated to the Valencia County Older American's NSIP Program. *(Nick Telles)*

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2013, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor."

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

**The Contractor will:**

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- J. **Ensure eligible participants are assessed and registered in SAMS.**

K. Ensure meals served meet the following:

**Congregate Meals** – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

**Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed **\$87,150** for eligible meals served during the period July 1, 2013 through June 30, 2014 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2014, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination.

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. Status of Contractor

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. Assignment

The Contractor shall not assign any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Records and Audit

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency,

Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2013 to June 30, 2014. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which

facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

**10. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**11. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. Product of Services; Copyright**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

**13. Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

**14. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**15. Non-Discriminating Service Delivery**

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national

origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

**16. Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service, for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

**17. Amendment**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

**18. Penalties for Violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**19. Scope of Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

**21. Internal Dispute Mediation**

The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.

3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**22. Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**Agency:**

NCNMEDD  
Attn: Jenny Martinez  
P.O. Box 5115  
Santa Fe, NM 87502

**Contractor:**

---

---

---

---

**25. Other Provisions**

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

**26. Indemnification**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. **Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2013.

Valencia County  
*Legal Name of Vendor/Contractor*

NCNMEDD Non-Metro AAA  
*Name of Area Agency on Aging*

\_\_\_\_\_  
*Signature*

  
*Signature*


\_\_\_\_\_  
*Printed/Typed Name of Signatory*

Tim Armer, Executive Director  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

JUN 12 2013  
*Date*

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)  
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD FROM: 07/01/2013 TO: 06/30/2014		Type of Grant or Action New/Cont: X Revision: Other:		NGA DATE 06/04/13	
PHONE:		Fund: 210 Title of Project: NSIP		CFDA # 93.053			
Indirect Cost % of \$							
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL	
Personnel Services	\$0.00	\$0.00				\$0.00	
Fringe Benefits	0.00	0.00				0.00	
Travel	0.00	0.00				0.00	
Maintenance & Repair	0.00	0.00				0.00	
Supplies (Raw Food)	\$87,150.00	0.00				\$87,150.00	
Contractual Services	0.00	0.00				0.00	
Other Operating Costs	0.00	0.00				0.00	
Capital Outlay	0.00	0.00				0.00	
Subtotal	\$87,150.00	\$0.00				\$87,150.00	
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%	
COMPUTATION OF GRANT							
1. Estimated Total Cost .....		\$87,150.00		8. Federal/State Shares will be Comprised of:			
2. LESS Anticipated Project Income .....		\$0.00		a. Federal/State grant			
3. Estimated Net Cost .....		\$87,150.00		unearned in previous      FY      Federal:      0.00			
				project year(s)      FY      State:      0.00			
4. Non-federal and Non-state Share of Net Cost .....		\$0.00		b. Carry Over      0.00			
5. Project Income (Used as Match) .....		\$0.00					
6. Federal Share of Net Cost .....		\$87,150.00		c. New Obligational			
7. State Share of Net Cost .....		\$0.00		Authority Herein      FY      Federal:      \$87,150.00			
				Awarded			
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>							
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> <li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li> <li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li> <li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li> <li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li> <li>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</li> <li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li> <li>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li> <li>8. Inventory of project equipment will be maintained and submitted as requested.</li> <li>9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li> </ol>							
Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
				Date:			
				Date:			
Signature: _____				Date: _____			

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Nick Telles  
**Individual Making Request:** Jose Campos  
**Presentation at Meeting on:** July 3, 2013  
**Date Submitted:** June 24, 2013  
**Title of Request:** Consideration of Older American Contract-Senior Employment Program

---

**Action Requested of Commission:**

Consideration to approve the Non-Metro Area Agency on Aging Senior Employment Program (SEP) contract in order to fund positions at the Valencia County Older American's Program (OAP).

**Information Background and Rationale**

This is an annual requirement by the NM Non-Metro Area Agency on Ageing that will allow Valencia County to employ senior employees and to serve as the fiscal agent for state funding. The contract identifies the specific requirements to which the county will adhere and the reimbursements that will be distributed back to the county through the SEP program. The SEP program is designed to allow the OAP to hire approximately 4 senior employees. The employees will be required to work no more than 20 hours per week and the individuals will have to be 55 years or older with family income eligibility requirements. *(Nick Telles)*

**What is the Financial Impact of this Request?**

Under the provision of the agreement Valencia County will receive \$34,724 for senior employees FY13/14. *(Nick Telles)*

**Legal:**

"The proposed contract provides the County \$34,724 in exchange for the County offering part-time community services assignments to persons who are over 55 years of age or older, residents of New Mexico, and who have a gross family income that meets the programs income eligibility requirements." *(David Pato)*

**Finance:**

The commission will need to adjust the FY14 budget to reflect the actual amounts that will be allocated to the Valencia County Older American's SEP program. *(Nick Telles)*

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
SENIOR EMPLOYMENT PROGRAM AGREEMENT**

This Agreement is made and entered into this **1<sup>st</sup> day of July, 2013** by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and **Valencia County**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor will administer a State Funded Senior Employment Program following established New Mexico Aging & Long Term Services Department (ALTSD) and the NCNMEDD Non-Metro AAA Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Contractor will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act Section 518 Paragraphs (3) and (4) as implemented at 20 CFR Part 641 (as amended). Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized in writing by the Agency.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will also offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave.
  - i. The Contractor will provide up to \$50.00 for an initial physical exam and thereafter on an annual basis. An applicant may waive this benefit and shall do so in writing. A completed physical exam report form or waiver of that examination must be submitted to the Agency. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the

enrollee, if necessary, to make arrangements for the examination.

- ii. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked.
- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for 4 half-time positions during the contract period beginning July 1, 2013.
- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the Agency.
- H. The Contractor will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. **Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, annual and sick leave accruals, by enrollee, will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the Agency.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- N. The Contractor will ensure supervisors and necessary staff, as determined by

the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.

- O. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- P. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour, without prior approval from the Agency.
- Q. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- R. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- S. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- T. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2014 to the Agency for review and approval.
- U. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- V. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- W. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- X. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Y. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- Z. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- AA. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- BB. The Contractor will notify the Agency of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.

- CC. The Contractor will cooperate and coordinate with the Agency regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.
- DD. The Contractor will immediately notify the Agency Senior Employment Manager of any enrollee resignations, terminations, or vacancies.

To assist the Contractor, the Agency will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- E. Re-certify the eligibility of all enrollees on an annual basis.
- F. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- G. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

2. Compensation and Method of Payment

The Agency will compensate the Contractor an amount not to exceed **\$34,724** for the provision of services.

Payment will be made as follows:

- A. General Appropriations Act: The Agency shall pay the Contractor an amount not to exceed **\$34,724** for the provision of services.
- B. The Contractor shall bill the Agency each month for services rendered in the previous month in a format determined by the Agency. In no event shall any assessment or charge be made against the Agency for extra fees, interest, or penalties, nor shall the Agency's failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the Agency are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The Agency reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the Agency, exists.
- C. Payments to the Contractor may be withheld or denied by the Agency for expenditures which are not authorized by or are in excess of the regulations, terms and

conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax  
Not applicable. Tax Exempt.
4. Term  
This Agreement shall begin on July 1, 2013, and terminate on June 30, 2014, unless terminated pursuant to Paragraph 5, below.
5. Termination  
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
6. Status of Contractor  
The Contractor, his agents, and employees are independent contractors performing services for the Agency and are not employees of the State of New Mexico or of the Agency. The Contractor, his agents, and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
7. Assignment  
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.
8. Subcontracting  
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.
9. Record  
The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

10. Audit

The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2013 to June 30, 2014. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined Federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both Federal and State funds under this contract. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend less than \$500,000 in combined Federal awards, shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of State funds within this contract may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate Federal title or program, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-Governmental contractor or subcontractors, who expend between \$25,000 in state and federal funds combined and less than \$500,000 in Federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the State funds awarded under this contract. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors, that expend less than \$25,000 in combined Federal and State dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entities fiscal year.
- F. The Contractors independent auditor shall be made aware of Office of Management and budget Circular (OMB) A-87, Cost Principles for State, Local, and Indian Tribal Governments, and OMB A-122, Cost Principles for Nonprofit Organizations in determining the allowability of costs.

11. Appropriations  
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
12. Liability Release
  - A. The Contractor shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978, as amended if applied.
  - B. The Contractor, upon final payment of the amount due under this Agreement, releases the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
13. Product of Services: Copyright  
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.
14. Conflict of Interest  
The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.
15. Equal Opportunity Compliance  
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, color, national origin, ancestry, sex, age, religion or handicap:

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
- G. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.

17. Confidentiality

The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.

18. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties here.

19. Merger  
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
20. Penalties for violation of law.  
The Contractor shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A., 1978. The Procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. Scope of Agreement  
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
22. Applicable Laws  
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.
23. Workers' Compensation  
The Contractor agrees to comply with state laws and rule applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
24. Other Provisions: Compliance with Grant Conditions.  
The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.
25. Invalid Term or Condition.  
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
26. Enforcement Of Agreement.  
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**Agency:**

NCNMEDD

Attn: Jenny Martinez

PO Box 5115

Santa Fe, NM 87502

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2013.

**Valencia County**

\_\_\_\_\_  
*Legal Name of Vendor/Contractor*

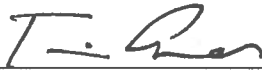
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

**NCNMEDD – Non Metro Area Agency  
on Aging**

\_\_\_\_\_  
*Name of Area Agency on Aging*

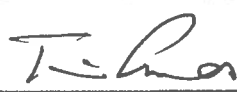
  
\_\_\_\_\_  
*Signature*

Tim Armer, Executive Director  
\_\_\_\_\_  
*Printed/Typed Name of Signatory*

**JUN 12 2013**

\_\_\_\_\_  
*Date*

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)  
SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE	
PHONE:		FROM: 07/01/2013 TO: 06/30/2014		New/Cont: X Revision: Other:		06/06/13	
Indirect Cost		Fund: 110		COMPUTATION OF GRANT			
% of \$		Title of Project: SEP		1. Estimated Total Cost ..... \$34,724.00			
DESCRIPTION		TOTAL		STATE		2. LESS Anticipated Project Income ..... \$0.00	
Administration						3. Estimated Net Cost ..... \$34,724.00	
Admin Fees		\$0.00		\$0.00		4. Non-federal and Non-state Share of Net Cost ..... \$0.00	
Subtotal		\$0.00		\$0.00		5. Project Income (Used as Match) ..... \$0.00	
Enrollee Costs						6. Federal Share of Net Cost ..... \$0.00	
Enrollee Wages		\$34,724.00		\$34,724.00		7. State Share of Net Cost ..... \$34,724.00	
Care & Support		0.00		0.00		8. Federal/State Shares will be Comprised of:	
Subtotal		\$34,724.00		\$34,724.00		a. Federal/State grant unearned in previous FY Federal: 0.00	
Grand Total		\$34,724.00		\$34,724.00		project year(s) FY State: 0.00	
PERCENT OF TOTAL COST		100%		100%		b. Carry Over 0.00	
						c. New Obligation Authority Hersin Awarded FY State: \$ 34,724.00	
<p>X Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p>X The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p>X If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated.</p> <p>X As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p>X Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p>X In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>							
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> <li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li> <li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li> <li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li> <li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li> <li>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</li> <li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li> <li>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li> <li>8. Inventory of project equipment will be maintained and submitted as requested.</li> <li>9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li> </ol>							
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
				Date:			
JUN 12 2013				Date:			
Tim Arner, Executive Director				Date:			

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Nick Telles  
**Individual Making Request:** Nick Telles  
**Presentation at Meeting on:** July 3, 2013  
**Date Submitted:** June 24, 2013  
**Title of Request:** Consideration of Gross Receipts Tax Report Related to Indigent Fund

**Action Requested of Commission:**

Consideration of recommendations of gross receipts tax report and to provide staff with direction on re-directing general fund dollars that have been incorrectly deposited in the county indigent fund.

**Information Background and Rationale**

A recent audit of the county gross receipts tax structure revealed a calculation error related to how the county gross receipt tax distribution has been accounted for. This miscalculation has resulted in three funds being overstated since September 2005 and one fund being understated for the same duration. The identified amount of this miscalculation is approximately \$1.2 million in general fund dollars that have been deposited in the indigent fund. Valencia County administration is recommending that these general fund dollars be removed from the indigent fund and be redirected to a fund location that represents the will of the Valencia County Board of County Commissioners. This agenda request includes an attached formal report on the gross receipts tax issue which also includes more detail on the subject. *(Nick Telles)*

**What is the Financial Impact of this Request?**

The financial impact will be the freeing up of \$1.2M that are currently in a restricted fund and redirected the funds to a non-restricted fund such as the county general fund.

**Legal:**

"Gross receipt tax funds received pursuant to GRT Ordinances enacted by County may only be utilized pursuant to the language in the ordinance authorized by the statute." (Adren Nance)

**Finance:**

There is potentially a total of \$1.2M dollars that could be utilized for county operations depending on the will of the commission. There will need to be a budget adjustment that will need to be made in the FY14 budget that has recently been submitted to the Department of Finance and Administration. The finance department will need to work with the independent auditors to make a prior period adjustment as the county prepares its required annual financial statements. *(Nick Telles)*

**Valencia County Board of County Commissioners**

Charles Eaton, Chair, District 4  
Alicia Aguilar, Vice Chair, District 2  
Mary Anderson, District 1  
Don Holliday, District 5  
Lawrence Romero, District 3

**County Manager**

Bruce Swingle

**Finance Director**

Nick Telles

**Research Team**

Christina Card  
Adren Nance  
Bob Wilson  
Isaac Zamora

## **EXECUTIVE SUMMARY**

This report was initiated to analyze a suspected incorrect calculation of the county gross receipts tax (GRT) related to the indigent fund. After the analysis was completed a research team identified that \$1,214,537 was incorrectly allocated to the indigent fund and those funds in effect represent general fund dollars.

The analysis identified that the \$1,214,537 aggregated to such a large extent due to the miscalculation reoccurring dating back to July 2005. The origin of the miscalculation is due to the fact that an account was never created for a one-sixteenth county local option gross receipts tax even though the county was receiving the one-sixteenth funds from NM Tax and Revenue Department. It is important to note that the county gross receipts taxes that Valencia County has enacted are the first one-eighth option which is available to the general fund, the second one-eighth option which is available for the indigent fund, the third one-eighth option which is dedicated to the Sheriff's Department, Fire Department and road fund, and the fourth one-sixteenth option which is available for the general fund.

Ultimately, the result of the miscalculation is funding that should have been deposited into a general fund one-sixteenth local option account were effectively deposited into the first three one-eighth accounts, which in turn, overstated these three accounts by 4.76% for each month Valencia County received GRT disbursements.

The recommendations provided in this report intend to remedy the miscalculation. These recommendations include: creating an account to receive disbursements for the one-sixteenth calculation, redirect the funds that currently reside in the indigent fund to an accounting location that suits the wishes of the county commission; approve a budget adjustment that will be submitted to the NM Department of Finance and Administration to bring the FY14 budget current, increase general fund transfers to the Sheriff's department to make up for the loss of GRT distributions as a result of the new accounting method, approve a budget adjustment that will represent the loss of GRT in the FY14 budget for the Sheriff's Department, Fire Department and road fund.

## **BACKGROUND**

The Valencia County Board of County Commissioners (VCBCC) is authorized to contemplate the enactment of various local option gross receipt taxes primarily through [7-20E-1 through 7-20E-27 NMSA 1978]. Specifically, under the provisions related to the County Gross Receipts Tax (GRT), a county may enact local option taxes of no more than seven-sixteenths of a percent. The County Gross Receipts Tax may be enacted in three individual one-eighths of a percent and one individual one-sixteenth of a percent. In terms of Valencia County, the first one-eighth

option was enacted January 1, 1984, the second one-eighth option was enacted July 1, 1987, the third one-eighth option was enacted January 1, 2002 and the final one-sixteenth option was enacted July 1, 2005. Of these individual percentages, the first one-eighth percent is dedicated to the Valencia County general fund, the second one-eighth is dedicated to the indigent fund; the third one-eighth is dedicated to the Sheriff's Department, to the Fire Department and to the road fund in the percentages of 70%, 15% and 15% respectively. The final one-sixteenth of a percent is dedicated to the Valencia County general fund.

Valencia County receives monthly gross receipt tax distributions from the NM Tax and Revenue Department (NMTRD) and these distributions are separated according to the counties enacted taxes. However, the County Gross Receipt tax increments that include three separate one-eighth taxes and the separate one-sixteenth increment are combined in an aggregate distribution when NMTRD distributes funds to Valencia County (See Appendix B).

## **FINDINGS AND RECOMMENDATIONS**

The Valencia County Finance Department recently prepared the Fiscal Year 2013/2014 preliminary budget and one of the major tasks of assembling the budget was to forecast a decrease in gross receipt tax revenues related to the recent Rio Communities municipality incorporation. Due to the expected negative financial impact to Valencia County, the finance department embarked on a thorough analysis of the current ordinances that authorize the local option gross receipt tax for county fiscal operations. This analysis revealed that a miscalculation of the one-sixteenth of the County Gross Receipts Tax had been occurring since the tax was first enacted in July of 2005. The current miscalculation was accounting for all funds received from NMTRD, but the inaccurate calculation was distributing the fund allocation into three accounts (the first three one-eighths only) and not the complete four accounts (which should include the first three one-eighths and also the fourth one-sixteenth proportion). The result of this incorrect calculation was a realized overstatement of three accounts and an understatement of a fourth account. The following methodology demonstrates the current incorrect accounting calculation versus what should be a correct accounting of the county gross receipts distribution.

**Methodology.** A research team worked to analyze and verify all enacted county gross receipts ordinances held in the office of the Valencia County Clerk. The team then analyzed historical files that documented how the GRT distribution was allocated to the county's financial system and determined the allocation to be incorrect. Furthermore, the team produced a spreadsheet for each month, dating back to July 2005 which demonstrated the incorrect calculation compared to the correct calculation. The following analysis for the month of April 2013 is an example of how the variance was determined.

County wide GRT from NM TRD	\$247,176.65
Penalty & Interest	1712.46
Admin Fee	8088.89

\*See Appendix B for actual April 2013 report

### Incorrect Report:

Gross Receipts Tax April 2013

#### Incorrect GRT Report

Local Option	Certified GRT Rate	Initial distribution	Penalty &	Admin Fee	Intercept	Distribution
Regional Transit GRT	0.125	\$60,116.92	\$181.36	(\$1,959.70)		\$58,338.58
County Gross Receipts 1st 1/8 (General Fund)	0.125	\$82,392.22	\$570.82	(\$2,696.30)		\$80,266.74
County Gross Receipts 2nd 1/8 (Indigent Fund)	0.125	\$82,392.22	\$570.82	(\$2,696.30)		\$80,266.74
County Gross Receipts 3rd 1/8 (Sheriff, Fire, Road Distribution)	0.125	\$82,392.22	\$570.82	(\$2,696.30)		\$80,266.74
County Gross Receipts 4th 1/16 (General Fund)	0.0625	\$ -	\$ -	\$ -	\$ -	0
Fire Protection GRT	0.25	\$22,060.16	\$239.43	(\$724.75)	(\$3,832.62)	\$17,742.22
EMS GRT	0.25	\$120,234.00	\$362.98	(\$3,919.40)	\$ -	\$116,677.58
Environmental GRT	0.125	\$11,030.05	\$119.73	(\$362.36)	\$ -	\$10,787.42
Correctional Facility GRT		\$ 10,603.33	\$386.03	(\$357.15)		\$ 10,632.21
County Health Care	0.0625					0
<b>Total</b>	<b>1.25</b>					<b>\$454,978.23</b>

Correct Report:

Correct Report For April 2013  
Proposed Distribution According to  
County Policy

Local Option	Certified GRT R	Initial distribut	Penalty & Int	Admin fee	Intercept	% of TRD F	Distribution
Regional Transit GRT	0.125	\$60,116.92	\$181.36	(\$1,959.70)		100%	\$58,338.58
County Gross Receipts 1st 1/8 (General Fund)	0.125	\$ 70,618.37	\$489.25	(\$2,311.00)		28.57%	\$ 68,796.62
County Gross Receipts 2nd 1/8 (Indigent Fund)	0.125	\$70,618.37	\$489.25	(\$2,311.00)		28.57%	\$68,796.62
County Gross Receipts 3rd 1/8 (Sheriff, Fire, Road Distribution)	0.125	\$70,618.37	\$489.25	(\$2,311.00)		28.57%	\$68,796.62
County Gross Receipts 4th 1/16 (General Fund)	0.0625	\$35,321.54	\$244.71	(\$1,155.90)		14.29%	\$34,410.35
Fire Protection GRT	0.25	\$22,060.16	\$239.43	(\$724.75)	(\$3,832.62)	100%	\$17,742.22
EMS GRT	0.25	\$120,234.00	\$362.98	(\$3,919.40)		100%	\$116,677.58
Environmental GRT	0.125	\$11,030.05	\$119.73	(\$362.36)		100%	\$10,787.42
Correctional Facility GRT		\$ 10,603.33	\$386.03	(\$357.15)		0%	\$ 10,632.21
County Health Care	0.0625					100%	
Total	1.25						\$454,978.23

Impact to County Gross Receipts Third One-Eighth:

Incorrect April 2013 Calculation		Correct April 2013 Calculation		Variance
Third 1/8 total to be distributed	\$80,266.74	Third 1/8 total to be distributed	\$68,796.62	(\$11,470.12)
Sheriff @ 70%	\$66,521.17	Sheriff @ 70%	\$57,018.15	(\$9,503.02)
Fire @ 15%	\$14,254.54	Fire @ 15%	\$12,218.18	(\$2,036.36)
Roads @15%	\$14,254.54	Roads @15%	\$12,218.18	(\$2,036.36)

The result of the new accounting method will decrease the amount being allocated to the indigent fund by 4.76% and that available percentage will be redirected to the county general fund. It is important to note that the new accounting method will have a negative impact on the Sheriff's Department GRT fund , the road fund GRT and the fire department GRT fund, as illustrated in the above "Impact to County Gross Receipts Third One –Eighth" section.

The aggregate amount of the difference between incorrect calculations to correct calculations for general fund dollars residing in the indigent fund for the period of July 2005 to June 2013 is \$1,214,537.48 (See Appendix C)

**Recommendations.** The Valencia County Board of County Commissioners may want to request periodic updates from the Finance Department and the Treasurer's Office on GRT accounts especially when changes to the county GRT structure are made. The VCBCC should also direct the county manager as well as the finance department to execute a budget adjustment that redirects the excess funds that are currently in the indigent fund to a general fund location that meets the wishes of the VCBCC.

Finance and Treasury should:

1. Create a general ledger code in the correct proportion that accounts for future one-sixteenth increment fund receipts;
2. Work together to move excess funds out of the indigent fund investment account to an assigned account that meets the wishes of the county commission. The funds are currently invested in a CD and will not be available to withdraw until August 2013.
3. Finance should work with the NM Department of Finance and Administration to execute a budget adjustment to the recently submitted FY13/14 annual budget that moves the excess funds in the indigent fund to the desired location of the county commission.
4. Increase general fund transfers to the Sheriff's department GRT account in order to meet the current requirements of the department's recurring operational costs.
5. Execute an FY13/14 budget adjustment that will represent the expected decrease in future funding to the Sheriff's Department, public works and the fire department with respect to the third one-eighth county GRT distribution.



APPENDIX A

	PRINCIPAL DISTRIBUTION	PENALTY	INTEREST	ADIMISTRATIVE CHARGES	INTERCEPTS CONTRACTS	NET DISTRIBUTION
413-00-1410 REGIONAL TRANSIT GRT	\$60,116.92	\$166.78	\$14.58	(\$1,959.70)	\$0.00	\$58,338.58
421-00-1410 GROSS RECEIPTS	\$82,392.22	\$266.62	\$304.20	(\$2,696.30)	\$0.00	\$80,266.74
423-00-1410 FIRE PROTECTION GRT	\$22,060.16	\$104.21	\$135.22	(\$724.75)		\$21,574.84
ADMINISTRATIVE FIRE SERVICES	423-A5-1410				(\$2,826.00)	\$5,412.84
LOS CHAVEZ	423-26-1410					\$1,667.00
JARALES-PUEBLITOS-BOSQUE	423-27-1410				(1006.62)	\$660.38
RIO GRANDE ESTATES	423-28-1410					\$1,667.00
TOME-ADELINO	423-29-1410					\$1,667.00
MEADOWLAKE	423-30-1410					\$1,667.00
VALENCIA-EL CERRO	423-32-1410					\$1,667.00
MANZANO VISTA	423-57-1410					\$1,667.00
HIGHLAND MEADOWS	423-61-1410					\$1,667.00
TOTAL					(\$3,832.62)	\$17,742.22
426-00-1410 EMS - GRT	\$120,234.00	\$333.63	\$29.35	(\$3,919.40)	\$0.00	\$116,677.58
E-911 COMMUNICATION CENTER	426-B3-1410					\$70,006.55
VALENCIA COUNTY EMS	426-00-1410					\$28,586.00
VILLAGE OF LOS LUNAS EMS	426-B4-1410					\$9,040.18
VILLAGE OF BOSQUE FARMS EMS	426-B5-1410					\$2,380.22
CITY OF BELEN EMS	426-B6-1410					\$4,433.75
TOWN OF PERALTA EMS	426-B7-1410					\$2,230.88
TOTAL						\$116,677.58
435-00-1410 INDIGENT GRT	\$82,392.22	\$266.62	\$304.20	(\$2,696.30)	\$0.00	\$80,266.74
446-00-1410 CO ENVIRONMENTAL GRT	\$11,030.05	\$52.21	\$67.52	(\$362.36)	\$0.00	\$10,787.42
458-00-1410 CORRECTIONAL FACILITY GRT	\$10,603.33	\$64.65	\$321.38	(\$357.15)	\$0.00	\$10,632.21
462-00-1410 SHERIFF DEPT GRT	\$57,674.55	\$186.63	\$212.94	(\$1,887.41)	\$0.00	\$56,186.72
463-00-1410 ROAD DEPT GRT	\$12,358.83	\$39.99	\$45.63	(\$404.44)	\$0.00	\$12,040.01
464-00-1410 TIRE EXCISE GRT	\$12,358.83	\$39.99	\$45.63	(\$404.44)	\$0.00	\$12,040.01
TOTALS:	\$471,221.11	\$1,521.33	\$1,480.66	(\$15,412.25)	(\$3,832.62)	\$454,978.23

247,176.65  
799.85  
112.61  
8,088.89

COUNTY SHARE GROSS RECEIPTS  
PENALTY  
INTEREST  
ADMIN

4/16/2013  
\$454,978.23

APPENDIX B

New Mexico Taxation and Revenue Local Government Distribution Summary

Business Activity Month: February-2013

Reporting Month: March-2013

Distribution Month: April-2013

Report Run: 4/12/2013 8:57:43 AM

From: 11-Mar-2013

To: 11-Apr-2013

Valencia County

Option	Tax	Penalty	Interest	Admin	Contracts	Paybacks	Disbursement
410-County Share GRT	212,293.68	799.85	912.61	(6,955.20)	0.00	0.00	207,050.94
410-County Share GRT(Food)	29,087.21	0.00	0.00	(945.33)	0.00	0.00	28,141.88
410-County Share GRT(Medical)	5,795.76	0.00	0.00	(188.36)	0.00	0.00	5,607.40
* * 410-Total County Share GRT * *	247,176.65	799.85	912.61	(8,088.89)	0.00	0.00	240,800.22
415-County Regional Transit GRT	60,116.92	166.78	14.58	(1,959.70)	0.00	0.00	58,338.58
* * 415-Total County Regional Transit GRT * *	60,116.92	166.78	14.58	(1,959.70)	0.00	0.00	58,338.58
435-County Emer & Med Serv	120,234.00	333.63	29.35	(3,919.40)	0.00	0.00	116,677.58
* * 435-Total County Emer & Med Serv * *	120,234.00	333.63	29.35	(3,919.40)	0.00	0.00	116,677.58
440-Fire Protection Fund	21,490.81	104.21	135.22	(706.24)	(3,832.62)	0.00	17,191.38
440-Fire Protection Fund(Food)	428.49	0.00	0.00	(13.93)	0.00	0.00	414.56
440-Fire Protection Fund(Medical)	140.86	0.00	0.00	(4.58)	0.00	0.00	136.28
* * 440-Total Fire Protection Fund * *	22,060.16	104.21	135.22	(724.75)	(3,832.62)	0.00	17,742.22
470-County Environmental	10,745.38	52.21	67.52	(353.11)	0.00	0.00	10,512.00
470-County Environmental(Food)	214.24	0.00	0.00	(6.96)	0.00	0.00	207.28
470-County Environmental(Medical)	70.43	0.00	0.00	(2.29)	0.00	0.00	68.14
* * 470-Total County Environmental * *	11,030.05	52.21	67.52	(362.36)	0.00	0.00	10,787.42
480-Cnty Correctional	636.77	64.65	321.38	(33.24)	0.00	0.00	989.56
480-Cnty Correctional(Food)	8,310.61	0.00	0.00	(270.09)	0.00	0.00	8,040.52
480-Cnty Correctional(Medical)	1,655.95	0.00	0.00	(53.82)	0.00	0.00	1,602.13
* * 480-Total Cnty Correctional * *	10,603.33	64.65	321.38	(357.15)	0.00	0.00	10,632.21
Total	471,221.11	1,521.33	1,480.66	(15,412.25)	(3,832.62)	0.00	454,978.23

APPENDIX C-Annualized GRT Differences

Treasurers' GRT Report	Sept. 2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013 Through June	Total
Local Option	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	Variance from New Allocation of GRT	
County Gross Receipts									
1/8 (General Fund)	(\$126,523.58)	(\$162,422.21)	(\$173,872.23)	(\$159,078.73)	(\$141,274.98)	(\$153,316.12)	(\$148,504.83)	(\$149,544.80)	(\$1,214,537.48)
County Gross Receipts									
1/8 (Indigent Fund)	(\$126,523.58)	(\$162,422.21)	(\$173,872.23)	(\$159,078.73)	(\$141,274.98)	(\$153,316.12)	(\$148,504.83)	(\$149,544.80)	(\$1,214,537.48)
County Gross Receipts									
1/8 (Sheriff, Fire, Road Distribution)	(\$126,523.58)	(\$162,422.21)	(\$173,872.23)	(\$159,078.73)	(\$141,274.98)	(\$153,316.12)	(\$148,504.83)	(\$149,544.80)	(\$1,214,537.48)
County Gross Receipts									
1/16 (General Fund)	\$379,570.73	\$487,266.63	\$521,616.70	\$477,236.19	\$423,824.94	\$459,948.36	\$445,514.48	\$448,634.40	\$3,643,612.44
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	Third 1/8 County Wide Distribution	
1/8 total to be distributed	(\$126,523.58)	(\$162,422.21)	(\$173,872.23)	(\$159,078.73)	(\$141,274.98)	(\$153,316.12)	(\$148,504.83)	(\$149,544.80)	(\$1,214,537.48)
eriff @ 70%	(\$88,566.50)	(\$113,695.55)	(\$121,710.56)	(\$111,355.11)	(\$98,892.49)	(\$107,321.28)	(\$114,036.24)	(\$95,030.20)	(\$850,607.94)
e @ 15%	(\$18,978.54)	(\$24,363.33)	(\$26,080.84)	(\$23,861.81)	(\$21,191.25)	(\$22,997.42)	(\$24,436.32)	(\$20,363.60)	(\$182,273.10)
ads @15%	(\$18,978.54)	(\$24,363.33)	(\$26,080.84)	(\$23,861.81)	(\$21,191.25)	(\$22,997.42)	(\$24,436.32)	(\$20,363.60)	(\$182,273.10)

**END**

**OF**

**AGENDA**

---